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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

DONNA BROWER,

Plaintiff,

v.

MCDONALD'S CORPORATION, a Foreign
Corporation licensed to do business in Nevada,

Defendant.

Case No.: 2:19-cv-02099-GMN-BNW

**JOINT STIPULATION FOR THE
ENTRY OF A PROTECTIVE ORDER**

Defendant McDonald's Corporation ("Defendant" or "McDonald's") and Plaintiff Donna Brower ("Plaintiff" or "Brower"), by and through their respective undersigned counsel, move the Court to approve the parties' Joint Stipulated Protective Order to regulate and limit the

dissemination of confidential, proprietary, and/or personal information during this case. The parties state as follows in support of this Joint Motion.

Pursuant to Fed. R. Civ. P. 26(c), this Court “may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense.” A blanket protective order places upon the parties themselves, or others from whom discovery is sought, the initial burden of determining what information is entitled to protection; and courts routinely approve blanket protective orders in civil cases. *See Van v. Wal-Mart Stores, Inc.*, C 08-5296 PSG, 2011 WL 62499, at *2 (N.D. Cal. Jan. 7, 2011) (citing *Gillard v. Boulder Valley School Dist.*, 196 F.R.D. 382, 386 (D.Colo.2000)).

Good cause exists to enter a blanket protective order in this case. Defendant and Plaintiff agree that certain disclosures, discovery requests, depositions, and other proceedings in connection with the above-captioned case, may require the disclosure of confidential, private, and/or proprietary information.

IT IS HEREBY STIPULATED AND AGREED by the parties the following Stipulated Protective Order is needed to protect the parties, witnesses, and unrelated third parties from any injury associated with the misuse of disclosed or exchanged information:

1. This Stipulated Protective Order (“Protective Order”) shall apply to all information, documents, electronically stored information, and other materials disclosed, produced, exchanged, or otherwise disseminated in this case, including without limitation, documents produced, answers to interrogatories, responses to requests for admission, deposition testimony, and other information disclosed, produced, or exchanged pursuant to procedures set forth in the Federal Rules of Civil Procedure.

2. As used in this Protective Order, “document” is defined as provided in Fed. R. Civ. P. 34(a). A draft or non-identical copy is a separate document within the meaning of this term.

3. As used in this Protective Order, “electronically stored information” means any type of information that can be stored electronically, and is intended to be broad enough to cover all current types of electronically- and computer-based information.

1 4. Information, documents, electronically stored information, and/or other materials
2 designated as “CONFIDENTIAL” (collectively, “CONFIDENTIAL material” or
3 “CONFIDENTIAL information”) shall be information, documents, electronically stored
4 information, and/or other materials that are confidential, such as: (a) non-party personnel records
5 of current or former employees of Defendant (other than Plaintiff); (b) any non-public personal
6 information, including credit or debit numbers, tax information, social security numbers, drivers’
7 license numbers, and bank or financial account information or password information for any
8 person; (c) trade secrets and commercial or financial information that is either privileged or
9 confidential; (d) Protected Health Information; and (e) any other material qualifying for
10 protection under Federal Rule of Civil Procedure 26(c). “Protected Health Information” means
11 individually identifiable health information, including demographic information collected from
12 an individual that is created or received by a health care provider, health plan, employer,
13 or health care clearinghouse; and relates to the past, present, or future physical or mental health
14 or condition of an individual, the provision of health care to an individual, or the past, present,
15 or future payment for the provision of health care to an individual, and identifies the individual;
16 or with respect to which there is a reasonable basis to believe that the information can be used to
17 identify the individual.

18 5. CONFIDENTIAL material shall not, without the consent of the party designating
19 it as CONFIDENTIAL (the “Designating Party”) or further Order of the Court, be disclosed
20 *except that* such information may be disclosed, solely for the purposes of this case to: attorneys
21 actively working on this case; persons regularly employed by or associated with the attorneys
22 actively working on the case whose assistance is required by said attorneys in the preparation for
23 trial, at trial, or at other proceedings in this case; the parties, including representatives of
24 Defendant; expert witnesses and consultants retained in connection with this proceeding, if any,
25 to the extent such disclosure is necessary for preparation, trial, or at other proceedings in this
26 case; the Court and its employees (“Court Personnel”); stenographic reporters who are engaged
27 in proceedings necessarily incident to the conduct of this action; and deponents, witnesses, or
28 potential witnesses; mediators; other persons by written agreement of the parties.

1 6. CONFIDENTIAL information shall not be disclosed or used for any purpose
2 except for the preparation, trial, and appeal of this case.

3 7. Information, documents, electronically stored information, and/or other materials
4 are designated as CONFIDENTIAL by placing or affixing (in a manner that will not interfere
5 with their legibility) the following or other appropriate notice – “CONFIDENTIAL” – on every
6 page containing CONFIDENTIAL information. With the exception of depositions, which are
7 discussed below in Paragraph 9, information, documents, electronically stored information,
8 and/or other materials unintentionally produced without a “CONFIDENTIAL” designation or
9 produced before the Stipulated Protective Order is issued, may be retroactively designated in the
10 same manner.

11 8. Before any information is designated as “CONFIDENTIAL,” counsel of record
12 for the Designating Party must first review the information and make a determination, in good
13 faith, that the information, documents, electronically stored information, and/or other materials
14 are confidential or otherwise are entitled to protection pursuant to Paragraph 4 of this Protective
15 Order and Fed. R. Civ. P. 26(c).

16 9. Whenever a deposition involves the disclosure of CONFIDENTIAL information,
17 the deposition or portions thereof shall be designated as CONFIDENTIAL and shall be subject
18 to the provisions of this Protective Order. Such designation shall be made on the record during
19 the deposition whenever possible, but a party may designate portions of depositions as
20 CONFIDENTIAL after transcription, provided written notice of the designation is promptly
21 given to all counsel of record within thirty (30) days after notice by the court reporter of the
22 completion of the transcript.

23 10. A party may object to the designation of particular CONFIDENTIAL information
24 by giving written notice to the party designating the disputed information. The written notice
25 shall identify the information to which the objection is made. If the parties cannot resolve the
26 objection within ten (10) business days after the time the notice is received, it shall be the
27 obligation of the party designating the information as CONFIDENTIAL to file a Motion with
28 the Court, the disputed information shall be treated as CONFIDENTIAL under the terms of this

1 Protective Order until the parties resolve their dispute or the Court rules on the motion. Unless
2 otherwise directed by the Magistrate Judge, any motion for CONFIDENTIAL designation
3 relating to the information to which the objection is made shall be filed by the Designating Party
4 no later than twenty-one (21) days after an objection is made to the CONFIDENTIAL
5 designation. The temporary treatment of the documents or materials as CONFIDENTIAL
6 pending a ruling by the Court shall not be used or construed as an admission that the document
7 or material is in fact, or should be in fact, determined to be CONFIDENTIAL. If the Designating
8 Party fails to schedule a telephone conference within the prescribed time or fails to make good-
9 faith efforts to timely schedule such conference or fails to file a motion within the prescribed
10 time, the disputed information shall lose its designation as CONFIDENTIAL and shall not
11 thereafter be treated as CONFIDENTIAL in accordance with this Protective Order. In
12 connection with a dispute under this provision, the party designating the information as
13 CONFIDENTIAL shall bear the burden of establishing that good cause exists for the disputed
14 information to be treated as CONFIDENTIAL.

15 11. This Protective Order shall not prohibit the use of CONFIDENTIAL material in
16 depositions; pleadings; motions; at trial; or in post-trial motions or proceedings, provided that
17 such uses are related to the prosecution or defense of this case. Notwithstanding that
18 CONFIDENTIAL material may be used, this Stipulated Protective Order does not waive any
19 right or obligation of any party to file a motion under LR IC 1-1(i)(3) to restrict access to all or
20 a portion of papers and documents filed with the Court. In addition, the parties agree to comply
21 with LR IC 1-1(i)(3) regarding the requirements and procedures for restricting access to
22 documents that are marked "CONFIDENTIAL."

23 12. In the event that any CONFIDENTIAL material is used in any Court proceeding
24 in this action or any appeal from this action, counsel shall confer in good faith on such procedures
25 as are necessary to protect the confidentiality of any such material used in the course of any court
26 proceedings.

27 13. The provisions of this Order shall, absent written permission of a Designating
28 Party or further order of the Court, continue to be binding throughout and after the termination

1 of this action, including, without limitation, any appeals and any entry of an order, judgment or
2 decree finally disposing of all litigation. At the conclusion of this case, unless other arrangements
3 are agreed upon in writing, the parties shall destroy CONFIDENTIAL documents, except that
4 counsel shall be permitted to retain court filings, deposition transcripts, exhibits, and work
5 product that contain CONFIDENTIAL information or references thereto; provided that such
6 counsel, and employees of such counsel, shall not disclose such retained materials to any person
7 or use such retained materials for any purpose unrelated to this action except pursuant to court
8 order or written agreement with the Designating party. Notwithstanding the provisions of this
9 paragraph, the parties, their counsel, and experts for a party shall not be required to return or to
10 destroy any CONFIDENTIAL information to the extent prohibited by law or to the extent such
11 CONFIDENTIAL information is (a) stored on media that is generally considered not reasonably
12 accessible, such as disaster recovery backup tapes, or (b) only retrievable through the use of
13 specialized tools or techniques typically used by a forensic expert; provided that to the extent
14 any CONFIDENTIAL information is not returned or destroyed due to the foregoing reasons,
15 such CONFIDENTIAL information shall remain subject to the confidential obligations of this
16 Protective Order.

17 14. If any person receiving and in the possession, custody, or control of
18 CONFIDENTIAL information is served with a subpoena, demand, or any other legal process
19 seeking discovery material containing CONFIDENTIAL information by one not a party to this
20 action, the receiving party shall give prompt written notice within forty-eight (48) hours of its
21 receipt of such subpoena, demand or legal process, to the Designating Party, assuming the
22 provision of such notice is not forbidden by law or legal authorities. The Designating Party shall
23 be solely responsible for seeking any relief or protection from any subpoena demand or legal
24 process seeking the discovery material and shall also be solely responsible for its costs and
25 attorneys' fees in any proceedings relating to such subpoena or legal process.

26 15. The production of privileged or work-product protected documents,
27 electronically stored information, or information, whether inadvertently or otherwise, is not a
28 waiver of the privilege or protection from discovery in this case or in any other federal or state

1 proceeding. This Protective Order shall be interpreted to provide the maximum protection
2 allowed by Federal Rule of Evidence 502(d). Nothing contained in this Protective Order is
3 intended to or shall serve to limit a party's right to conduct a review of documents, electronically
4 stored information, or information (including metadata) for relevance, responsiveness and/or
5 segregation of privileged and/or protected information before production.

6 16. This Protective Order, the production or receipt of CONFIDENTIAL material,
7 and/or compliance with the terms of this Order, shall not:

- 8 a. Prejudice in any way the rights of the parties to object on grounds of
9 privilege, relevance, or otherwise to the production of documents or
10 other information they consider not subject to discovery;
- 11 b. Prejudice in any way the rights of any party to object to the authenticity
12 or admissibility into evidence of any document (or portion thereof),
13 testimony or other evidence subject to this Order;
- 14 c. Prejudice in any way the rights of a party to petition the Court for a
15 further protective order relating to any CONFIDENTIAL information
16 the party asserts requires or should be subject to other or further
17 protection;
- 18 d. Prevent the parties to this Order from agreeing in writing, with the
19 consent of the Designating Party, to alter or waive the provisions or
20 protections provided for in this Order with respect to any particular
21 CONFIDENTIAL information; or
- 22 e. Prejudice in any way the rights of a party to contest the designation of
23 any information as "CONFIDENTIAL."

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1 17. This Protective Order may be modified by the Court at any time for good cause
2 shown following notice to all parties and an opportunity for them to be heard.

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4 Dated: April 23, 2020

5 /s/ Mary F. Chapman
6 MARY F. CHAPMAN, ESQ.
7 Law Office of Mary F. Chapman, Ltd.
8 Attorney for Plaintiff Donna Brower

 Dated: April 23, 2020

/s/ Dustin L. Clark, Esq.
 ALISON LUNGSTRUM MACNEILL, ESQ.
 (Admitted Pro Hac Vice)
 STACEY A. CAMPBELL, ESQ.
 (Admitted Pro Hac Vice)
 Campbell Litigation, P.C.

 DUSTIN L. CLARK, ESQ.
 HOLLEY DRIGGS

 Attorneys for Defendant McDonald's Corp.

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13 **IT IS SO ORDERED.**

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15 UNITED STATES MAGISTRATE JUDGE

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DATED: 4/24/2020